DORSEY, GRAY, NORMENT & HOPGOOD

ATTORNEYS-AT-LAW

318 SECOND STREET

JOHN DORSEY (1920-1986) STEPHEN D. GRAY WILLIAM B. NORMENT, JR. J. CHRISTOPHER HOPGOOD S. MADISON GRAY

HENDERSON, KENTUCKY 42420

TELEPHONE (270) 826-3965 TELEFAX (270) 826-6672 www.dkgnlaw.com

February 27, 2014

RECEIVED

FEB 28 2014

PUBLIC SERVICE COMMISSION

VIA FEDEX

Mr. Jeff Derouen **Executive Director** Kentucky Public Service Commission 211 Sauer Boulevard Frankfort, KY 40601

RE: Case No. 2013-00385

Dear Mr. Derouen:

Enclosed for filing please find Kenergy's response to the Commission's Fourth Data Request (original plus 8 copies) in the above referenced matter.

Your assistance in this matter is appreciated.

Very truly yours,

DORSEY, GRAY, NORMENT & HOPGOOD

By

J. Christopher Hopgood Attorney for Kenergy Corp.

JCH/cds

Encls.

COPY:

Mr. Michael Kurtz

Attorney for KIUC

Attorney General of Kentucky

Division of Utility and Rate Intervention

RECEIVED

CASE NO. 2013-00385

FEB 28 2014

PUBLIC SERVICE COMMISSION

VERIFICATION

I verify, state and affirm that the data request responses filed with this verification and for which I am listed as a witness are true and correct to the best of my knowledge, information and belief formed after a reasonable inquiry.

Steve Thompson, Vice President - Finance

STATE OF KENTUCKY

COUNTY OF: DAVIESS

The foregoing was signed, acknowledged and sworn to before me by Steve Thompson, this 27th day of February, 2014.

My commission expires Det 16, 2016

Notary Public, State of Kentucky at Large

KENERGY CORP. RESPONSE TO THE COMMISSION'S FOURTH DATA REQUEST FOR INFORMATION

CASE NO. 2013-00385

Item 1) Refer to Kenergy's response to Item 3.b. of Commission Staff's Third Request for Information ("Staff's Third Request"). Was Kenergy indicating that the changes reflected in proposed PSC No. 2, Fourth Revised Sheet No. 33, filed in its application and in response to the Commission's February 4, 2014 Order in this case, were proposed in error? If not, explain the meaning of the response. If so, explain why Sheet No. 33 should reference only the 2009 smelter contract and not be revised to include reference to the August 19, 2013 and January 31, 2014 contracts under which the smelters are currently being served.

Response) Kenergy is withdrawing the previously submitted Revised Tariff Sheet No. 33 and substituting the attached Revised Tariff Sheet 33. The purpose of the latest revision is to reflect that power is no longer sold by Kenergy to the Hawesville and Sebree smelters under the 2009 contracts. However, a tariff remains for the post-termination obligations of the smelters under the 2009 contracts.

For power sold to the Hawesville smelter from August 20, 2013, and after, Kenergy submits the attached Tariff Sheet 33-A.

For power sold to the Sebree smelter from February 1, 2014, and after, Kenergy submits the attached Tariff Sheet 33-B.

Witness) Steve Thompson & Chris Hopgood – Legal Counsel

Item 1 Page 1 of 4

KENERGY CORP. RESPONSE TO THE COMMISSION'S FOURTH DATA REQUEST FOR INFORMATION

CASE NO. 2013-00385

4	
1	
•	

Refer to Kenergy's response to Item 5.a. of Staff's Third Request. The response confirms that Kenergy serves 20 direct-served customers. Refer also to the attachment to Item 21 of Big Rivers Electric Corporation's (Big Rivers") response to the Post-Hearing Requests for Information filed in Case No. 2013-00199. Big Rivers response to Item 21 list 20 Large Industrial customers. As asterisk at the bottom of the page notes that customers 1-19 are Kenergy customers and the 20th customer is a Jackson Purchase Energy Corporation customer. Reconcile Kenergy's statement that it serves 20 direct-served customers with Big Rivers' exhibit which lists 19 Large Industrial customers served by Kenergy. Include in your response the name of the 20th customer served by Kenergy that does not appear in the Big Rivers exhibit and explain why it does not appear in the list.

Response) The name of the customer not appearing on the Big Rivers exhibit is Webster Co. Coal Dotiki #3. Big Rivers decided not to include this customer because the mine fan had been permanently shut off and only minimal usage was expected to occur for lighting, etc. at the site. Usage in January 2014 was 85 MW and 32,610 KWH.

Witness) Steve Thompson

.18

Item 2 Page 1 of 1



FOR	ALL TERRITORY SERVED
	Community, Town or City
PSC NO.	
	SHEET NO
CANCELI	LING PSC NO
	SHEET NO

CLASSIFICATION OF SERVICE

Schedule 33 - Smelter Customers Served Under Special Contracts - Class A

The Kenergy Corp. Smelter Tariffs for service to (i) Alcan Primary Products Corporation shall consist of the Retail Electric Service Agreement, dated as of July 1, 2009, between Kenergy Corp. and Alcan Primary Products Corporation, and (ii) Century Aluminum of Kentucky General Partnership shall consist of the Retail Electric Service Agreement, dated as of July 1, 2009, between Kenergy Corp. and Century Aluminum of Kentucky General Partnership. Such agreements are hereby incorporated by reference as though fully set out herein. Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership shall each respectively be obligated to pay in accordance with the rates, charges and other terms and conditions set forth in said agreements, including the applicable retail fee.

Power delivery under this Tariff ended on August 19, 2013, for Century Aluminum of Kentucky General Partnership, and on January 31, 2014, for Century Aluminum Sebree, LLC, successor to Alcan Primary Products Corporation. However, this Tariff remains for any post-termination contractual obligations owing to Kenergy Corp. by Century Aluminum of Kentucky General Partnership or Century Aluminum Sebree, LLC, or by Century Aluminum Company under the July 1, 2009, Guarantee (Hawesville), and the June 1, 2013, Guarantee (Sebree).

DATE OF ISSUE		
	Month / Date / Year	
DATE EFFECTIVE		
	Month / Date / Year	
ISSUED BY		
	(Signature of Officer)	
TITLE	President & CEO	
BY AUTHORITY OF C	ORDER OF THE PUBLIC SERVICE C	OMMISSION
IN CASE NO	DATED	



FOR	ALL TERRITORY SERVED
	Community, Town or City
PSC NO.	
	SHEET NO
CANCELI	LING PSC NO
	SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 33(a) - Smelter Customers Served Under Special Contracts - Class A

The Kenergy Corp. Smelter Tariffs for service to Century Aluminum of Kentucky General Partnership shall consist of the following contracts between Kenergy Corp. and Century Aluminum of Kentucky General Partnership, all dated as of August 19, 2013:

- (i) The Electric Service Agreement;
- (ii) The Parent Guarantee;
- (iii) The Tax Indemnity Agreement; and
- (iv) The Capacitor Addition and Protective Relay Agreement Guarantee.

Also, The Load Curtailment Agreement dated January 21, 2014.

Such agreements are hereby incorporated by reference as though fully set out herein. As of August 20, 2013, Century Aluminum of Kentucky General Partnership shall be obligated to pay in accordance with the rates, charges and other terms and conditions set forth in said agreements, including the applicable retail fee.

DATE OF ISSUE		
	Month / Date / Year	
DATE EFFECTIVE	8-19-13	
	Month / Date / Year	
ISSUED BY		
	(Signature of Officer)	
TITLE	President & CEO	
BY AUTHORITY OF OR	DER OF THE PUBLIC SERVICE COM	MMISSION
IN CASE NO.	DATED	



FOR	ALL TERRITORY SERVED
	Community, Town or City
PSC NO.	2
	SHEET NO
CANCELI	LING PSC NO.
	SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 33(b) - Smelter Customers Served Under Special Contracts - Class A

The Kenergy Corp. Smelter Tariffs for service to Century Aluminum Sebree, LLC shall consist of the following contracts between Kenergy Corp. and Century Sebree, LLC, all dated as of January 31, 2014:

- (i) The Electric Service Agreement;
- (ii) The Parent Guarantee;
- (iii) The Tax Indemnity Agreement;
- (iv) The Capacitor Addition and Protective Relay Agreement Guarantee; and
- (v) The Load Curtailment Agreement.

Such agreements are hereby incorporated by reference as though fully set out herein. As of February 1, 2014, Century Aluminum Sebree, LLC shall be obligated to pay in accordance with the rates, charges and other terms and conditions set forth in said agreements, including the applicable retail fee.

DATE OF ISSUE		
	Month / Date / Year	
DATE EFFECTIVE	8-19-13	
	Month / Date / Year	
ISSUED BY		
	(Signature of Officer)	
TITLE	President & CEO	
BY AUTHORITY OF OR	RDER OF THE PUBLIC SERVICE COMM	1ISSION
IN CASE NO	DATED	